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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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SMITH SEED SERVICES, LLC

Plaintiff,

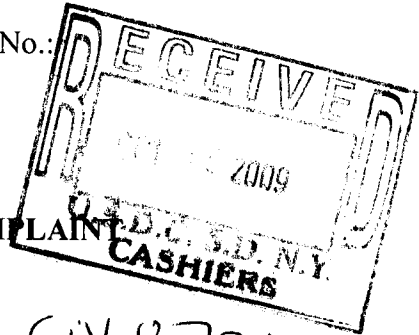
-against-

CAROTRANS INTERNATIONAL, INC., and,
HAPAG LLOYD, AG,

Defendants.
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09 CIV 8739

Case No.:



COMPLAINT

09 CIV 8739

The Plaintiff, SMITH SEED SERVICES, LLC ("SMITH") by its attorneys, Hill Rivkins & Hayden LLP, complaining of the above-named defendants, alleges upon information and belief:

JURISDICTION

1. This Honorable Court has jurisdiction pursuant to 28 U.S.C. § 1333, in that this is an Admiralty and Maritime claim within the meaning of Rule 9(h) of the F.R.C.P.

PARTIES

2. At all times hereinafter mentioned, Smith was and now is a corporation or other business entity organized and existing by virtue of the laws of Oregon, with a principal place of business at 26890 Powerline Road, Halsey, Oregon 97348.

3. At all times hereinafter mentioned, Defendant Carotrans International, Inc.

(“Carotrans”) was and now is a corporation or other business entity organized and existing by virtue of the laws of New Jersey, with an office and principal place of business at 2401 Morris Ave., 2nd Fl. West, Union, NJ 07083, and was and now is engaged in business as an ocean common carrier of goods for hire.

4. At all times hereinafter mentioned, Defendant Hapag Lloyd, AG (“Hapag”) was and now is a corporation or other business entity organized and existing by virtue of German law, with a local place of business at 399 Hoes Lane, Piscataway, NJ 08854, and was and now is engaged in business as an ocean common carrier of goods for hire.

AS AND FOR A CAUSE OF ACTION AGAINST BOTH DEFENDANTS

5. On or about September 8, 2008, there was delivered to Defendant Carotrans and Defendant Hapag (collectively “Defendants”) in good order and condition a shipment of 1100 bags of grass seed, suitable in every respect for the intended ocean transportation, which Defendants received, accepted and agreed to transport for certain consideration from the United States to Spain.

6. Thereafter, Defendants delivered the cargo damaged beyond salvage.

7. By reason of the premises, Defendants were negligent and careless in their handling of plaintiff’s cargo, and violated their duties and obligations as carriers and bailees of the cargo, fundamentally breached their contract of carriage and were otherwise at fault.

8. Plaintiff was the shipper, consignee or owner of said shipment and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

9. Plaintiff has duly performed all duties and obligations on its part to be performed.

10. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$47,926.35.

WHEREFORE, Plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the defendants.

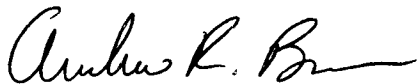
2. That if the defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.

3. That a decree may be entered in favor of Plaintiff against defendants in the amount of Plaintiff's damages, together with interest and costs.

4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
October 15, 2009

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff Smith Seed Services LLC

By: 
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